

**Acknowledgment of Confidentiality Agreement**  
Commonwealth Office of Technology

This Acknowledgment of Confidentiality Agreement outlines the responsibility of the Contractor/Vendor regarding the confidential nature of access to the Commonwealth of Kentucky's data resources.

The Contractor shall be granted appropriate access to agency documents, records, programs, files, and any pertinent data resource needed to fulfill his/her contractual agreement. The Contractor shall maintain confidentiality and data integrity of said documents, records, programs, and files. This confidentiality and data integrity responsibility extends to, but is not limited to, systems and software which the Commonwealth owns, plans or develops, or acquires from third parties.

The Contractor agrees that all developments made and works created by him/her, or under his/her direction in connection with the Commonwealth's contractual agreement shall be the sole and complete property of the Commonwealth and all copyrights and other proprietary interest therein shall belong to the Commonwealth.

The Contractor shall not, at any time, use or disclose any *Trade Secrets* or *Confidential Information* of the Commonwealth, its agencies or vendors, without written permission from the CIO of the Commonwealth Office of Technology, except as required to perform duties for the Commonwealth. For the purpose of this Agreement, a *Trade Secret* is any scientific or technical information, design, process, procedure, formula, or improvement (manual or electronic) that is valuable and not generally known to the public, including, but not limited to computer software programs. *Confidential Information* is any data or information other than trade secrets, that is material sensitive in nature, (manual or electronic) and not generally known to the public.

Violations of this Agreement will result in immediate termination of the Contractor/Vendor. Upon the request of the Commonwealth, and in any event, upon the termination of the employment of the Contractor, said Contractor shall leave all computer programs, documentation, code, memoranda, notes, records, drawings, manuals, flow charts, and any other documents (manual or electronic) pertaining to the Commonwealth, including all copies thereof, with COT. This includes all data resources (manual or electronic) involving any *Trade Secrets* or *Confidential Information* of the Commonwealth, its agencies, and vendors.

I, \_\_\_\_\_, certify that I have read and understand this Agreement and the restrictions contained therein.

\_\_\_\_\_  
*Contractor Name (Please Print)*

\_\_\_\_\_  
*Organization/Vendor Represented*

\_\_\_\_\_  
*Contractor Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*User ID assigned*